

WATERVILLE SEWERAGE DISTRICT, a quasi-municipal corporation organized by law and having a place of business at Waterville, County of Kennebec, State of Maine

BK 3322 PG 234

Ref 50-2-18 ✓

3K

(being returned), for consideration paid, release

County,

to Woodbrier, Inc.

43-127 4

005133

43-126-1 Thru
43-126-45

of Pittsfield, Somerset County, Maine
the land in Waterville, Kennebec County, Maine

A certain lot or parcel of land situate in Waterville, County of Kennebec and State of Maine, more particularly bounded and described as follows, to wit:-

Being a portion of "City of Waterville School Lot" on the plan of Rosemar Park as amended made for L. N. Violette Company, Inc., April, 1951 and recorded in Kennebec Registry of Deeds, to which plan reference is hereby made for a more particular description, and being a part of the same premises conveyed to the late Louis N. Violette by Lois E. Mann et al by deed of December 11, 1949, recorded in said Registry in Book 865, Page 131, said school lot being more particularly bounded and described as follows:

Beginning at a stone bound on the northerly line of Mathews Avenue according to said plan, which stone bound is approximately nineteen hundred and thirty-five (1935) feet on Mathews Avenue from the easterly line of the first Rangeway; thence northeasterly at right angles to Mathews Avenue along the westerly line of Fairview Street four hundred and twenty-five hundredths (400.25) feet to a stone bound in the northwesterly corner of lot 162 on said Plan; thence westerly in a straight line six hundred and twenty-five (625) feet to a point; thence southwesterly in a straight line at right angles to Mathews Avenue three hundred and ninety-nine and fifteen hundredths (399.15) feet to a point on the northerly line of Mathews Avenue; thence along the northerly line of Mathews Avenue six hundred and twenty-five (625) feet to the point of beginning.

This conveyance is made upon the following express conditions and subject to the following restrictions:

1. That the premises shall be used for residential purposes only and in conformity with the scheme of development of the surrounding neighborhood. Residential condominiums shall be considered to be in conformity with the existing scheme of development of the surrounding neighborhood.
2. That no commercial business or industrial activity be conducted upon the premises. The premises shall be used for residential purposes only.
3. Grantor does not covenant that it will defend against any legal or equitable interest the property owners within the Rosemar Park subdivision may have arising from the designation of the property as "City of Waterville School Lot" on the Rosemar Park subdivision plan, as amended, and recorded in the Kennebec County Registry of Deeds. This conveyance is expressly made subject to any legal or equitable interest these property owners may have.

Being the same premises acquired by Anthony Giacchetti by deed of the City of Waterville dated December 19, 1983 and recorded in the Kennebec County Registry of Deeds in Book 7642, Page 27.

Being the same premises conveyed by Anthony Giacchetti to Woodbrier, Inc. by deed dated July 12, 1985 and recorded in Kennebec Registry of Deed in Book 2825, Page 1.

The grantor acquired its title by virtue of a lien on the above described premises dated February 17, 1987 and recorded in Kennebec Registry of Deeds in Book 3105, Page 243.

IN WITNESS WHEREOF, the said WATERVILLE SEWERAGE DISTRICT has caused this instrument to be signed in its name and sealed by ~~wife of said grantor,~~ ~~John S. O'Halloran, and releases all rights by descent and all other rights~~ Arthur S. O'Halloran, its Treasurer, thereunto duly authorized this 9th day of March, 1988.

~~Witness~~

~~and seal this~~

~~XXXX~~

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WATERVILLE SEWERAGE DISTRICT

By Arthur S. O'Halloran
Its Treasurer

The State of Maine

Kennebec

ss.

March 9, 1988

Then personally appeared the above named Arthur S. O'Halloran, Treasurer of Waterville Sewerage District

and acknowledged the foregoing instrument to be his free act and deed, in his capacity and the free act and deed of said corporation.

Before me,

Julie L. Bessan

Justice of the Peace - Attorney at Law - Notary Public

Julie L. Bessan

NOT ORIGINAL AT TIME OF RECORDING

1988 MAR 29 AM 9:00

RECEIVED KENNEBEC SS.

ATTEST: Handwritten Signature
REGISTERED CLERK